MEMORANDUM

April 20, 2000

TO: JOE GEREK, WRS LABS

FROM: ERIC PARKINSON

RE: *RESPONSE TO YOUR FAX TODAY*

Dear Joe:

1). SZABO -- First of all, let me clarify the proposed settlement with Szabo & Associates, with respect to Disney, their other clients and the Tradewell Credits. Szabo has agreed to accept 60% of the debt in the form of Tradewell Credits. This action will STOP them from doing anything aggressive against Plaza for a minimum of ninety days. HOWEVER, they are reserving the right to try to collect from Plaza the balance of 40% after that time frame. What I was describing to you and Jack on Tuesday night was my plan to divide Cannes International Sales revenues on a 50-50 basis with WRS and all other creditors... so that I would have some form of mechanism to deal with these other liabilities *(including the film rights holders). You were mistaken in presuming that a "CHECK" was going to be cut!!!*

2). WORKOUT PLAN -- Regarding the general workout plan, I am willing to clarify in writing if it will help at all, that WRS is entitled to one-hundred-percent (100%) of all revenues from existing A.R. or liquidation of existing inventories of Plaza *(as opposed to our prior discussion of 50%)*. Granted, this is not currently much, but it's a DEFACTO foreclosure... WITHOUT the rights problems that WILL occur in the event of a FORMAL foreclosure or bankruptcy *(i.e., the intrusion of a Trustee who would be empowered to determine the distribution of revenues, and the difficult fight with the program rights holders who would regain their distribution rights)*. My guess is that WRS would not be able to get MORE than the 100% that I'm already authorizing... and would quite possibly be penalized in order to distribute income to more parties. Frankly, were it not for EnterTech's willingness to pay off the IRS obligation, I would not be legally empowered to authorize a defacto 100% foreclosure.

Please do whatever you can to help assure an orderly workout of the Plaza debt along the lines I have proposed. An implosion of Plaza rights at this time would not serve WRS's financial interests, and if initiated by WRS or N.B.C., could impair my ability to structure a lucrative agreement for WRS for the EnterTech business. Somehow together, we can find a structure to generate enough cash each month to keep the skeptical auditors / bank-dudes off your back. Let's put our heads together and find something that works within the reality of all considerations. THANKS

Eric

EXHIBIT

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